

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

WEECO INTERNATIONAL, INC.	§	
<i>Plaintiff,</i>	§	
	§	
vs.	§	CIVIL ACTION H-09-4003
	§	
SUPERIOR DEGASSING SERVICES, INC. AND	§	
DAVID GONZALES,	§	
<i>Defendants.</i>	§	

FINAL JUDGMENT

In accordance with the jury verdict in favor of plaintiff Weeco International Corporation (Weeco) on its claims of breach of contract and misappropriation of trade secrets, Weeco's election to recover its damages for breach of contract against Defendant David Gonzales (Gonzales), and this court's prior orders, it is hereby

ORDERED that Weeco shall recover from Gonzales, individually, as follows:

- (1) damages in the sum of \$264,455.00;
- (2) post-judgment interest at the rate of 0.11% per annum on the sum of \$264,455.00 from the date of entry of this final judgment until satisfied.

It is further

ORDERED that defendants Superior Degassing Services, Inc. (SDS) and Gonzales and any person or entity acting as their agents, assigns, or in concert with them, are permanently enjoined as follows:

(1) from any further use, publishing, and/or disclosure of Weeco's written procedures identified by title on the attached Exhibit A, whether directly or indirectly for its/his own benefit or for the benefit of any person, firm, or corporation. This paragraph does not prohibit: (i) SDS and/or Gonzales from using any of Weeco's published standard procedures, any procedure or process legally specified or provided to them by a client, any regulation or rule set forth in any industry publication including without limitation the rules and regulations of the United States Environmental Protection Agency, the Texas Commission on Environmental Quality, or the Louisiana Department of Environmental Quality, or any successor or other governmental agency or regulatory body regarding procedures or processes for vapor recovery utilizing internal combustion engines; (ii) Gonzales from seeking employment from any other degassing company not originated by himself, his agents, and/or assigns; (iii) using general knowledge of how to degas tanks learned during Gonzales's employment with Weeco; (iv) using information lawfully available in the public domain; or (v) SDS independently developing, or having developed, or acquiring its own written procedures;

(2) from further use, sale, or disclosure, whether for their own benefit or the benefit of any third person, firm, or corporation, of any degassing trailer, whether now in existence or constructed in the future, copied or modeled on the assembly of the Weeco's degassing trailer. This paragraph does not prohibit: (i) purchasing or leasing from any third party another degassing trailer which is not copied or modeled on the assembly of Weeco's


degassing trailer; or (ii) constructing any degassing trailer solely from publicly available or third-party information.

This judgment shall bind defendants SDS and Gonzales, its officers, agents, servants, employees, and attorneys and all those other persons in active concert or participation with them. However, counsel for SDS and Gonzales are permitted to retain a copy of Weeco's written procedures, the photographs of the degassing trailers, and other material previously sealed by this Court, for reference and use in any further proceedings, but shall not disclose or publish said information except in conformity with the agreed protective order (Dkt. 21-1) and the Court's subsequent order of protection (Dkt. 24). It is further

ORDERED that this Court retains jurisdiction over this action and the parties thereto for the purpose of determining an award, if any, of Weeco's attorneys' fees and for the purpose of further orders and directions as requested by the parties that are necessary or appropriate to carry out or construe this final judgment, to modify or terminate any of its provisions, to enforce compliance, and to punish violations of its provisions.

This is a final judgment.

Signed at Houston, Texas on December 27, 2011.


Stephen Wm Smith
United States Magistrate Judge